

Mel Marin
Box 371401
San Diego, CA 92137

November 15, 2020

Plaintiff
Pro Se

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH DAKOTA

MEL MARIN,)	CIV 19-5057-JLV
)	
Plaintiff,)	NOTICE OF AND MOTION
)	TO AMEND COMPLAINT
v.)	
)	
WELLS FARGO, N/A,)	
CLEAR RECON,)	
)	
Defendant.)	

Plaintiff seeks to AMEND the First Amended Complaint to make only one content change, to make clear at ¶¶ 82-83 that the parties do not admit the loan was ever consummated, where the prior wording could have accidentally implied completion and they did not have access to a law library at that drafting to look up definitions carefully. Trust deeds may have been signed, but no loan money was paid to sister and no promissory note was delivered to her, so there was no consummation so no statutes of limitation ran from consummation.

An amendment must be allowed unless it would be futile. This change

would not be futile. Jin v. Metropolitan Life Ins. Co., 310 F.3d 84, 101 [21](2nd Cir. 2002)(amendment is freely given unless it is futile, in bad faith, or would unduly prejudice opposing party; outright refusal without justifying reason is an abuse of discretion).

DATED: November 15, 2020



Mel Marin

PROOF OF MAILING

Plaintiff declares under penalty of perjury that on this date he mailed by first class mail the attached MOTION TO AMEND and PROPOSED COMPLAINT to the following:

J. Crisman Palmer
Gunderson Palmer
Box 8045
Rapid City, SD 57709

Jordana Bauman
415 Laurel St., FRONT PMB 440
San Diego, CA 92101

DATED: November 15, 2020



Mel Marin

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Box 371401
SDiego CA 92137



MON 16 NOV 2020 AM



U S District Court
400 ~~Sophie~~ Phillips Ave
Sioux Falls,
South Dakota, 57104

X-RAYED BY
SOUTH DAKOTA
CSO

